

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works	(2) MEETING DATE January 10, 2006	(3) CONTACT/PHONE Timothy J. Smith, County Right of Way Agent	
(4) SUBJECT Submittal of Resolutions Accepting Conveyance to the County from Soderstrom/Alford for Turri Road Bridge Replacement, Contract No. 300181 and from Hilton Trust for Los Berros Road Channelization Project, Contract No. 300143.			
(5) SUMMARY OF REQUEST Transmittals pertain to work on future road improvement projects scheduled for summer construction. Adoption of the resolutions will allow the Department of Public Works to complete the acquisition phase of these projects.			
(6) RECOMMENDED ACTION It is recommended that the subject resolutions be adopted and the accompanying documents be executed.			
(7) FUNDING SOURCE(S) Roads	(8) CURRENT YEAR COST \$2,500 (Turri Road) \$ 7,650 (Los Berros)	(9) ANNUAL COST N/A	(10) BUDGETED? <input checked="" type="checkbox"/> YES N/A <input type="checkbox"/> NO
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel			
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No Yes, How Many? _____ Permanent _____ Limited Term _____ Contract _____ Temporary Help _____			
(13) SUPERVISOR DISTRICT(S) 2 nd and 4 th		(14) LOCATION MAP <input checked="" type="checkbox"/> Attached N/A	
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent Hearing (Time Est. _____) Presentation Board Business (Time Est. _____)		(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) Contracts Ordinances (Orig + 4 copies) N/A	
(17) NEED EXTRA EXECUTED COPIES? Number: _____ Attached <input checked="" type="checkbox"/> N/A		(18) APPROPRIATION TRANSFER REQUIRED? Submitted 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	

Reference: 05JAN07

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(19) ADMINISTRATIVE OFFICE REVIEW

L:\DEVELOP\JAN06\BOS\TURRILOSBERROS.CVR.WPD

B-15
(1-10-06)



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS


Noel King, Director


County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Timothy J. Smith, County Right of Way Agent 

VIA: Glen L. Priddy, Deputy Director of Public Works-Engineering Services 

DATE: January 10, 2006

SUBJECT: Submittal of Resolutions Accepting Conveyance to the County from Elizabeth Soderstrom and Virginia Alford for the Turri Road Bridge Replacement Project, Contract No. 300181 and from Janice Hilton for the Los Berros Road Channelization Project, Contract No. 300143

Recommendation

It is recommended that the subject resolutions be adopted and the accompanying documents be executed.

Discussion

The attached resolutions, together with appropriate easement deeds and right of way agreements, are submitted for your Board's consideration. These instruments relate to the transfer of the necessary real property rights for the Turri Road Bridge Replacement Project and the Los Berros Road Channelization Project. Acquisitions of the needed right of way are based upon negotiated settlements at fair market value, as determined by a professional real estate appraiser.

Other Agency Involvement/Impact

County Counsel has reviewed and approved said documents.

Financial Considerations

The subject resolutions provide compensation in the total amount of \$ 2,500 for Turri Road Bridge Project, County Contract No. 300182 and \$ 7,650 for Los Berros Road Channelization Project, County Contract No. 300143. The costs are included in the Fiscal Year 2005-06 Roads Budget.

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Results

Approval of the recommended action will result in proper title for these budgeted projects. These projects will result in greater safety for the public.

Attachments: Vicinity Maps
 Resolution of Acceptances
 Public Road and Slope Easements
 Temporary Construction Easement
 Right of Way Agreements

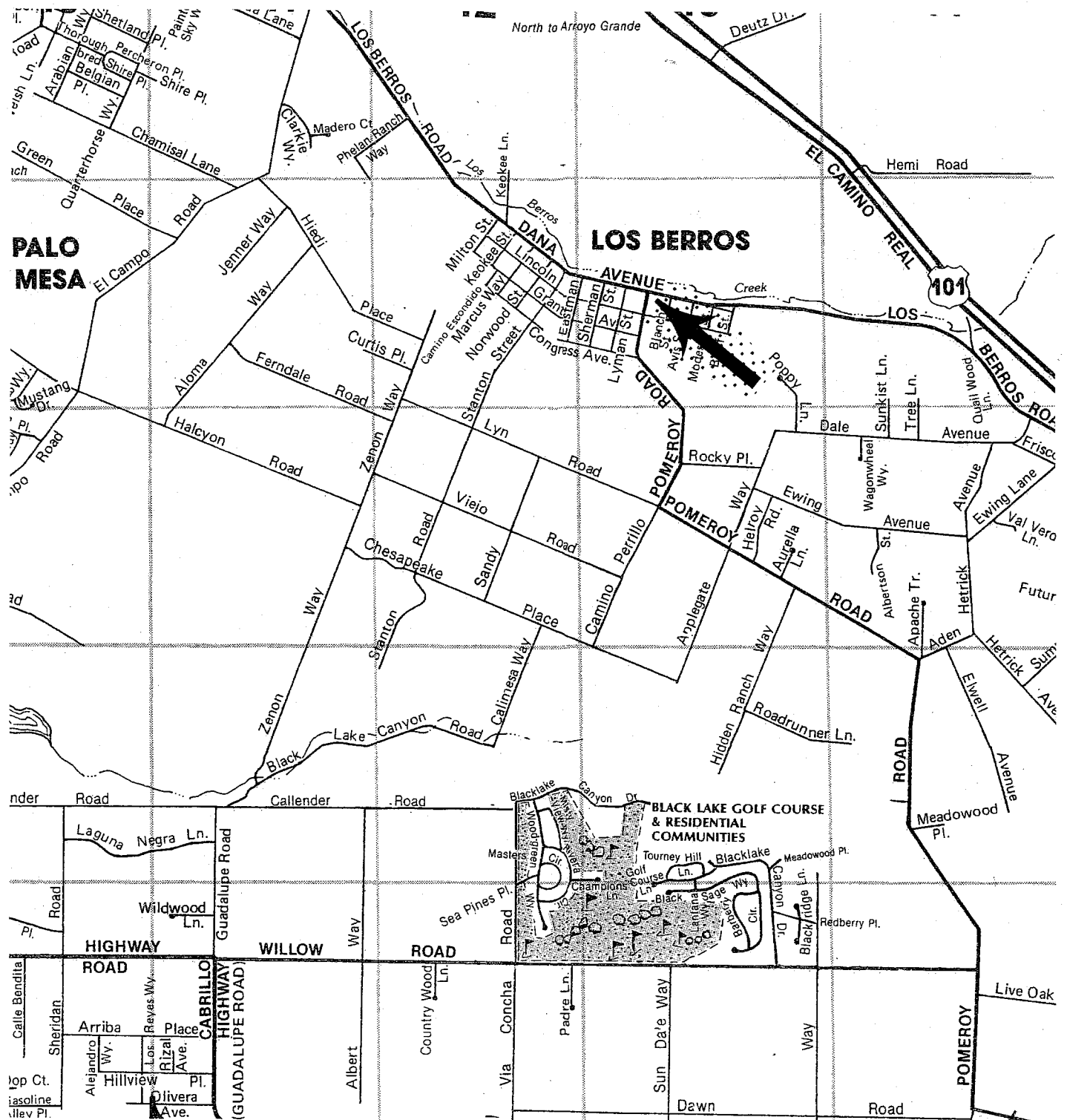
File: R/W files 03-30 and 05-10

Reference: 06JAN10-C-4

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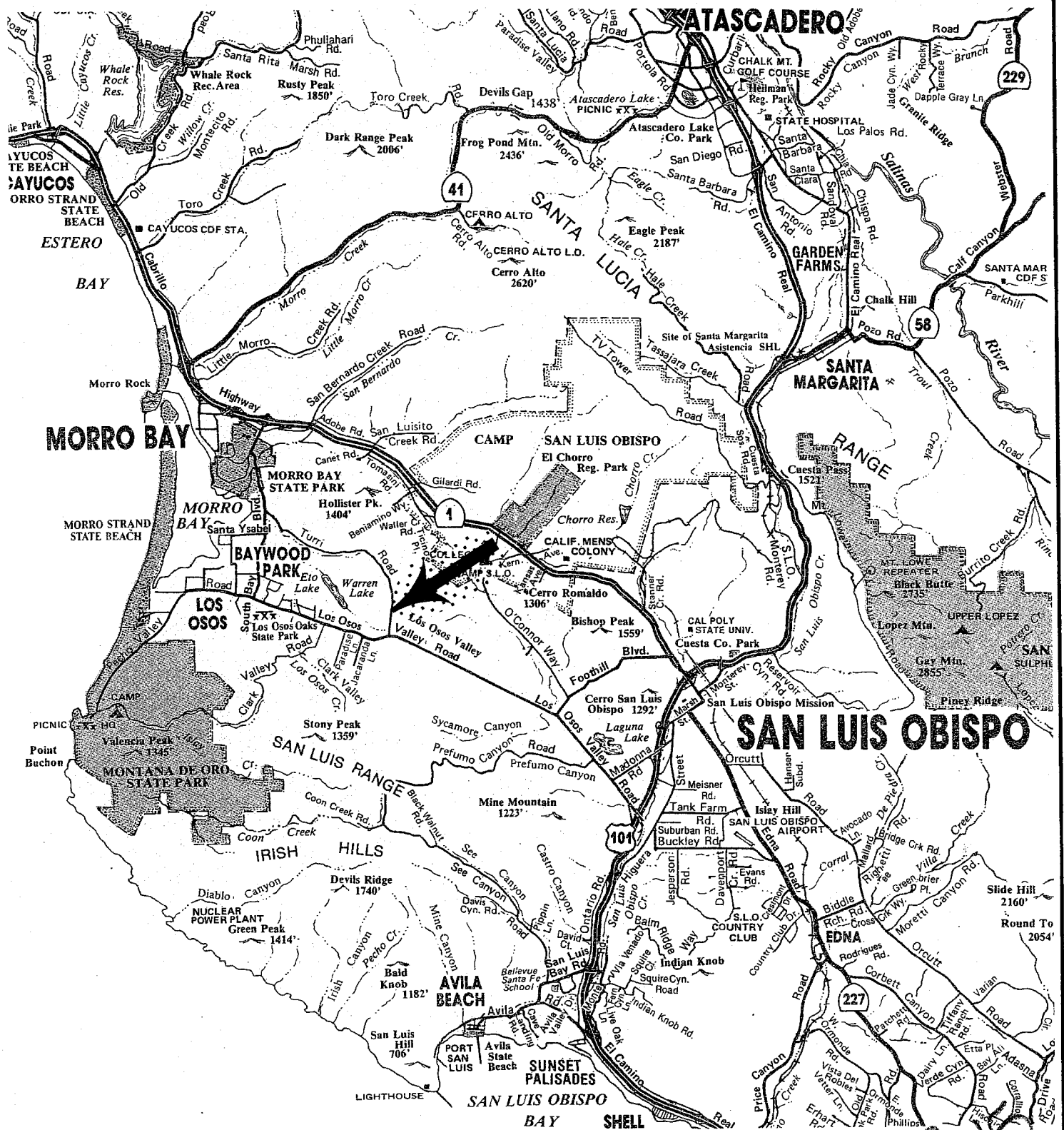
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Los Berros Road Channelization Project



VICINITY MAP

Turri Road Bridge Replacement Project



VICINITY MAP

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IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION ACCEPTING CONVEYANCE FROM JANICE HILTON FOR THE LOS BERROS ROAD CHANNELIZATION PROJECT SUPERVISORIAL DISTRICT NO. 4

The following resolution is now offered and read:

WHEREAS, JANICE HILTON as Trustee of the Janice Hilton Family Trust, has executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road and Slope Easement Deed conveyance dated December 7, 2005, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo State of California:

1. That said Public Road and Slope Easement Deed is accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300143, in the sum stated in the attached Right of Way Agreement dated December 7, 2005, Los Berros Road Channelization Project, R/W Parcel No. 05-10, payable to Janice Hilton as Trustee, as consideration for the delivery of said conveyance.

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Upon motion of Supervisor _____, seconded by
Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.,
County Counsel

By: *Carol J. Foran*
Deputy County Counsel

Dated: 12/27/05

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STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk
of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby
certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as
the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____
day of _____, 20 _____.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board
of Supervisors

By _____
Deputy Clerk.

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RECORDING REQUESTED BY:

Public Works Department
County of San Luis Obispo

Project: Los Berros Channelization Project
R/W No. 05-10
APN: ptn 91-036-005

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD AND SLOPE EASEMENT DEED

THIS INDENTURE, made the 17th day of December, 2005, by **JANICE HILTON, as Trustee of the Janice Hilton Family Trust, dated July 25, 2002**, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, permanent and exclusive easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached Exhibit "A"

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

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Legal Description: Public Road and Slope Easement

GRANTOR: Janice Hilton
APN: 91,036,005
PURPOSE: Road Right of Way

All that real property being a portion of Lot 6, Block 4 of the Town of Los Berros, recorded in Book A of Tract Maps, Page 140, Office of the County Recorder, County of San Luis Obispo, State of California, southerly of the present County Road right of way (Los Berros Road) and lying northerly of the following described line;

Commencing at the northwest corner of said lot 6, thence South 12°30'00" West, 5.00 feet to the point of beginning upon the easterly right of way line of Pomeroy Road (County Road No. 1034), said point being approximately 36.38 feet right of Engineer's Station 158+35.25 (construction centerline of Los Berros Road) per plans on file with the Department of Public Works of said County titled, "WIDENING OF LOS BERROS ROAD FOR LEFT TURN LANES AT STANTON STREET AND POMEROY ROAD NEAR ARROYO GRANDE, CA";

thence, South 79°32'35" East, 140.09 feet more or less to the northeast corner of said lot 6.

END

"Exhibit A"

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The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes, or other structures referred to herein.

The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTOR

A handwritten signature in cursive script that reads "Janice Hilton". The signature is written in dark ink and is positioned above a horizontal line.

**Janice Hilton, as Trustee of the
Janice Hilton Family Trust dated July 25, 2002**

hilton.ded.

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General Acknowledgment Form

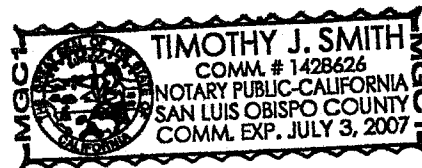
State of California)
County of San Luis Obispo) ss.

On December 7, 2005, before me, Timothy J. Smith, a Notary Public in and for said State, personally appeared **JANICE HILTON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in their authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Signature 



(seal)

acknow.frm

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RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 7 day of December, 2005, by and between **JANICE HILTON, as Trustee of the Janice Hilton Family Trust, dated July 25, 2002** hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document No. 05-10, in the form of a Public Road and Slope Easement Deed, covering the property particularly described in the above instrument, has been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

a. Pay the undersigned Grantor the sum of \$ 7,650 for the property interests as conveyed by Deed No. 05-10 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.

(3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

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b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.

c. Install wooden fence in kind along and immediately adjacent to the County road right of way line, but on the undersigned Grantor's remaining property and extending from right of Engineer's Station 158+34 to Engineer's Station 159+84. Said Engineer's Stations are shown on the County Road Plan map on file in the County Public Works Office.

d. At no expense to Grantor and at the time of roadway construction, construct a road approach right of Engineer's Station 1+00 (Pomeroy) as shown on said County Road Plan map. It is understood and agreed that upon completion of the work of construction of the road approach above mentioned, said road approach shall be considered an encroachment under permit upon the county road, and is to be maintained, repaired and operated as such by Grantor, in accordance with, and subject to, the Standard Encroachment Permit Provisions (General) of the County of San Luis Obispo; Chapter 13.08 of the San Luis Obispo County Code; and Chapter 5.5 (commencing with Section 1450 of Division 2) of the California Streets and Highways Code.

3. Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's land, where necessary, for purposes of fencing and installation of road approach as described in paragraphs 2c and 2d of this agreement.

Grantor understands and agrees that, upon completion of the work described in paragraph 2c of this agreement, said fencing located upon Grantor's land shall be considered as the sole property of the Grantor; the maintenance and repair of said property to be that of the Grantor.

Permission is further granted the County, or its authorized agent, to enter upon the portion of Grantor's land shown on the sketch, attached hereto Exhibit "A", to conform the road approached mentioned in paragraph 2d hereof.

4. It is understood and agreed that of the amount shown in paragraph 2a of this agreement, \$ 500.00 is for loss of three trees within the area being acquired by the County.

5. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, including a water faucet and pipeline, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

6. It is understood and agreed by the parties hereto that Grantor shall have the right to remove and salvage the existing fence within the property conveyed provided Grantor shall do so within 10 days after notification to do so by the County. If said fence is not

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removed within 10 days said fence shall be considered as the property of County and may be removed and disposed of as County sees fit.


IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:

County Clerk of the County
of San Luis Obispo

By: _____

RECOMMENDED FOR APPROVAL
RIGHT OF WAY AGENT



RECOMMENDED FOR APPROVAL
Dept. of Public Works

 *Pen:*
Director

hiltons2.row

GRANTOR

By: 
Janice Hilton, Trustee of the
Janice Hilton Family Trust dated July 25, 2002

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson, Board of Supervisors

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FD 0.75"
-1P. NO TAG.

B-S
S

(Co Rd No 1061)

60'

160+00

POB existing fence



water faucet/stand pipe & water line

-S12°30'00"W, 5.00'

Abstract

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(A MAPS 140)

_____ R/W

HILTON, JANICE L.

HILTON, JANICE L.

RIGHT OF WAY EXHIBIT



IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

RESOLUTION ACCEPTING CONVEYANCE FROM ELIZABETH SODERSTROM AND VIRGINIA ALFORD FOR THE TURRI ROAD BRIDGE REPLACEMENT PROJECT SUPERVISORIAL DISTRICT NO. 2

The following resolution is now offered and read:

WHEREAS, ELIZABETH SODERSTROM and VIRGINIA ALFORD, each as individuals, and as individual Trustees of the Marguerite Turri Trust, and as individual Trustees of the Joseph Turri Trust, have executed and delivered to the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, a certain Public Road and Slope Easement Deed and Temporary Construction Easement Deed conveyance dated November 28, 2005, attached hereto, and by this reference made a part hereof as though fully set forth herein; and

WHEREAS, it is provided by Section 27281 of the Government Code of the State of California, that the foregoing document shall not be accepted for recordation without the consent of the County evidenced by its resolution of acceptance attached thereto:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo State of California:

1. That said Public Road and Slope Easement Deed and Temporary Construction Easement Deed are accepted and the Chairperson of this Board is hereby authorized and directed to execute the documents necessary therefor.
2. That the Clerk of this Board attach a copy of this resolution to said conveyance as evidence of acceptance and consent to the recordation of same.
3. That the County Director of Public Works is hereby authorized and directed to initiate the drawing of a warrant (Budget 2900-3060) Project 300182, in the sum stated in the attached Right of Way Agreement dated November 28, 2005, Turri Road Bridge Replacement Project, R/W Parcel No. 03-30, payable to Virginia Alford and Elizabeth Soderstrom, as consideration for the delivery of said conveyance.

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Upon motion of Supervisor _____, seconded by
Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.,
County Counsel

By: *[Signature]*
Deputy County Counsel

Dated: 12/27/05

L:\DEVELOP\JAN06\BOS\turri.rsl.wpd.TJS:CAH

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, _____, County Clerk and ex-officio Clerk
of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby
certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as
the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this _____
day of _____, 20 _____.

(SEAL)

County Clerk and Ex-Officio Clerk of the Board
of Supervisors

By _____
Deputy Clerk.

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Department of Public Works
County of San Luis Obispo
APN#: ptn 067-031-021 & 067-041-003

File: Turri Road Bridge Replacement Project
Parcel No. 03-30

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Virginia Alford, and Elizabeth Soderstrom, each as to an undivided 25% interest, and as individual Trustees of the Marguerite Turri Trust, and as individual Trustees of the Joseph Turri Trust, hereinafter referred to as "Grantor" does hereby GRANT to the County Of San Luis Obispo, hereinafter referred to as "County", a temporary easement for construction purposes in, on and over the hereinafter described real property for the Grantor:(see attached exhibit A, Temporary Construction Easement)

Said temporary construction easement shall include the right to enter upon, place, move and remove, men, equipment and materials and other items necessary for the removal and replacement of the Turri Road Bridge and related facilities.

Said temporary construction easement will commence on April 1, 2006 and terminate March 1, 2007. The same, however, may be renewed for two additional 90 day periods. Said option to renew will be exercised by the County giving Grantors written notice thereof seven days prior to the expiration of the original term or, if applicable, the first 90 day renewal period.

THIS instrument shall bind the heirs, executors, administrators, successors and assigns of the undersigned Grantor.

GRANTOR'S

Dated: Nov. 28, 2005

By:

Virginia Alford
Virginia Alford
As an Individual and as Trustee

Dated: Dec. 3, 2005

By:

Elizabeth Soderstrom
Elizabeth Soderstrom
As an Individual and as Trustee

RECOMMENDED FOR APPROVAL
RIGHT OF WAY AGENT
[Signature]

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B/S
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ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

RIGHT OF WAY AGREEMENT

THIS AGREEMENT entered into this 28th day of November, 2005, by and between **ELIZABETH SODERSTROM, and VIRGINIA ALFORD, as individuals and as Trustees of the Marguerite Turri Trust and the Joseph Turri Trust**, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, Document Nos. 03-30, in the form of a Public Road and Slope Easement Deed and Temporary Construction Easement Deed, covering the property particularly described in the above instruments, have been executed and delivered to Timothy J. Smith, Right of Way Agent for the County of San Luis Obispo.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between Grantor and County as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement.

2. The County shall:

a. Pay the undersigned Grantor the sum of \$ 2,500 for the property interests as conveyed by Deed No. 03-30 when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Easement or rights of way over said land for public or quasi-public utility purposes, if any.

(3) Covenants, conditions and restrictions as imposed by deeds of record affecting said property conveyed, if any.

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b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefor.

c. Install barbed wire fence in kind along and immediately adjacent to the County road right of way line, but on the undersigned Grantor's remaining property and extending from right of Engineer's Station 6+90 to Engineer's Station 7+70, Engineer's Station 10+00 to Engineer's Station 11+50. Said Engineer's Stations are shown on the County Road Plan map on file in the County Public Works Office.

d. At no expense to Grantor and at the time of roadway construction, construct a road approach left of Engineer's Station 8+00 and also a 12-inch conduit, as shown on said County Road Plan map. It is understood and agreed that upon completion of the work of construction of the road approach and conduit above mentioned, said road approach and conduit shall be considered an encroachment under permit upon the county road, and are to be maintained, repaired and operated as such by Grantor, in accordance with, and subject to, the Standard Encroachment Permit Provisions (General) of the County of San Luis Obispo; Chapter 13.08 of the San Luis Obispo County Code; and Chapter 5.5 (commencing with Section 1450 of Division 2) of the California Streets and Highways Code.

3. Permission is hereby granted the County, or its authorized agent, to enter upon Grantor's land, where necessary, for purposes of fencing and installation of road approach and conduit as described in paragraphs 2c and 2d of this agreement.

Grantor understands and agrees that, upon completion of the work described in paragraph 2c of this agreement, said fencing located upon Grantor's land shall be considered as the sole property of the Grantor; the maintenance and repair of said property to be that of the Grantor.

Permission is further granted the County, or its authorized agent, to enter upon the portion of Grantor's land shown on the sketch, attached hereto Exhibit "A", to conform the road approached mentioned in paragraph 2d hereof.

3. It is understood and agreed that of the County will coordinate the installation of the conduit prior to the initiation of the construction of project, and further that the Grantor shall complete the work of connection of waterline presently located on the land herein conveyed to the County to the conduit and mentioned in paragraph 2(d) by April 1, 2006. The approximate location of said conduit is shown on the sketch attached hereto as Exhibit "A". If Grantor fails to complete said work by April 1, 2006, inclusive, then Grantor irrevocably waives the right to connect to and through said conduit until such time as the subject project is completed.

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4. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County, shall be left in as good condition as found.

IN WITNESS WHEREOF, Grantor and County have executed this agreement the day and year first above written. (As used above the term "Grantor" shall include the plural as well as the singular number as the case may be.)

ATTEST:

GRANTOR

County Clerk of the County
of San Luis Obispo

By: Elizabeth Soderstrom
Elizabeth Soderstrom, as an individual and
Trustee of the Marguerite Turri Trust and
Joseph Turri Trust

By: _____

RECOMMENDED FOR APPROVAL
RIGHT OF WAY AGENT

[Signature]

By: Virginia Alford
Virginia Alford, as an individual and
Trustee of the Marguerite Turri Trust and
Joseph Turri Trust

COUNTY OF SAN LUIS OBISPO

RECOMMENDED FOR APPROVAL
Dept. of Public Works

[Signature] pen.
Director

By: _____
Chairperson, Board of Supervisors

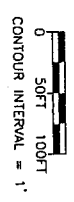
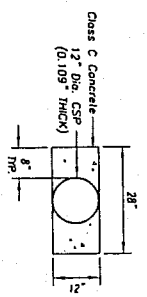
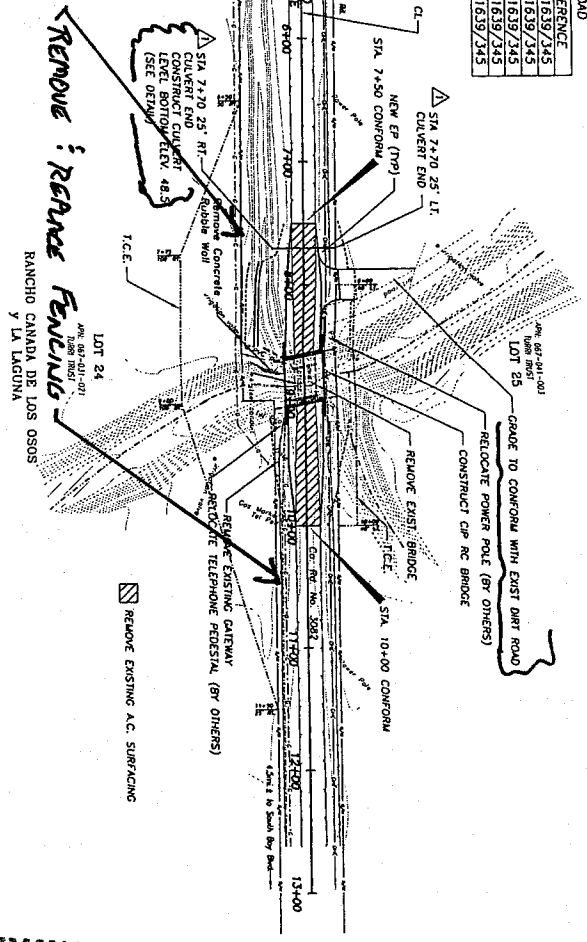
turri.row

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FOUND MONUMENT SCHEDULE

(STATION & OFFSETS MEASURED FROM CONSTRUCTION CENTERLINE OF TURRI ROAD)

NO.	STATION	OFFSET	DESCRIPTION	REFERENCE
1	1+33.05	32.96' LT.	1 1/2" IRON PIPE	O.R. 1639/345
2	2+07.84	30.00' LT.	1 1/2" IRON PIPE	O.R. 1639/345
3	2+07.90	49.97' RT.	1 1/2" IRON PIPE	O.R. 1639/345
4	4+00.00	30.00' LT.	1 1/2" IRON PIPE	O.R. 1639/345
5	4+00.03	49.87' RT.	1 1/2" IRON PIPE	O.R. 1639/345



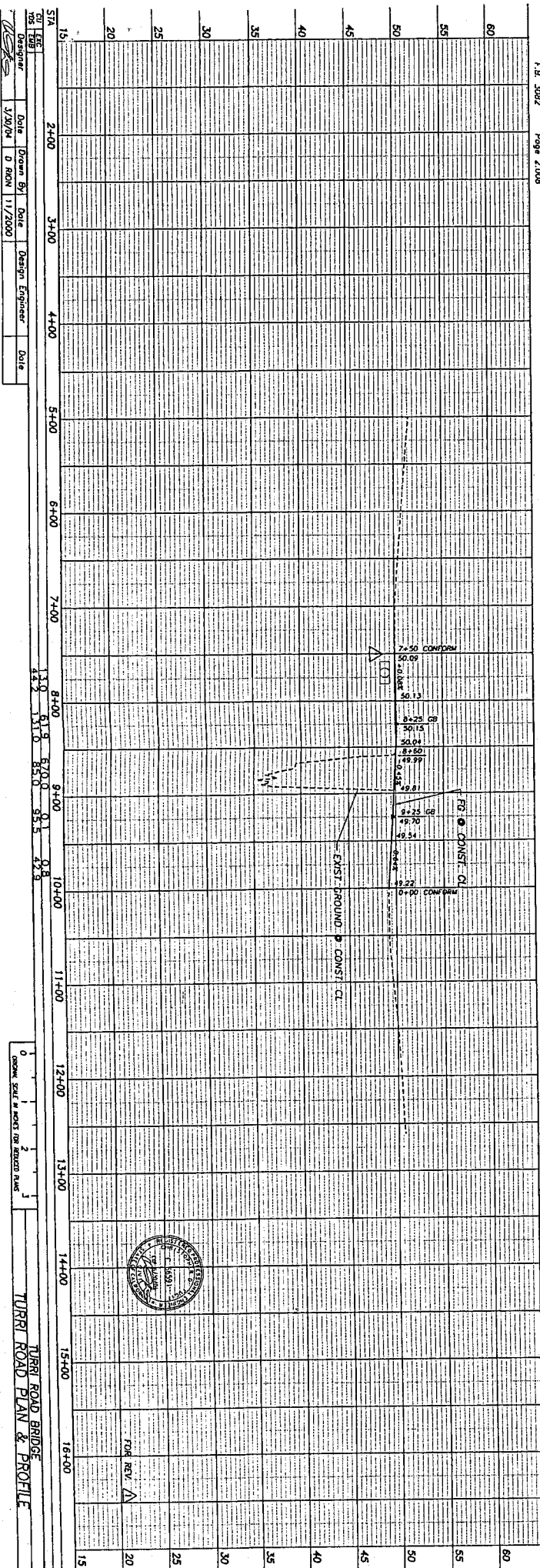
518
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ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
3082	P12A703	3	12

BENCHMARK:
B.M. 20-E
B.M. 10-E
F.R. 2082
Elev. 54.01' USGLAS 1929 Datum
New corner of Turri Road & Los Osos Valley Road
Page 2,008

LOT 24
RANCHO CANADA DE LOS OSOS
Y LA LAGUNA

EXHIBIT
BASIS OF BEARING:
The bearing of Turri Road being N 83.1° 30'E
is as recorded in the Grant Deed recorded in Volume
1639 of Page 345 of Official Records in the San Luis
Obispo County Recorder's Office.



TURRI ROAD BRIDGE
TURRI ROAD PLAN & PROFILE

RECORDING REQUESTED BY:

Public Works Department
County of San Luis Obispo

Project: Turri Road Bridge Replacement
R/W No. 03-30
APNs: ptn 067-031-21, 067-041-003

WHEN RECORDED RETURN TO:

County Clerk

PUBLIC ROAD AND SLOPE EASEMENT DEED

THIS INDENTURE, made the 28th day of November, 2025, by **ELIZABETH SODERSTROM, and VIRGINIA ALFORD, each as individuals as to an undivided 50% interest, and also as individual Trustees of the Marguerite Turri Trust, and as individual Trustees of the Joseph Turri Trust**, hereinafter referred to as "Grantor", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

That Grantor, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto County, its successors and assigns, a perpetual, permanent and exclusive easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, as County, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situate in the County of San Luis Obispo, State of California, described as follows:

see attached Exhibit "A"

The easement granted herein includes the right to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances. Additionally, Grantor does hereby further grant to County, its successors and assigns, the necessary rights of entry to and from the hereinabove described property for future construction, reconstruction, operations, repair, or maintenance of said easement.

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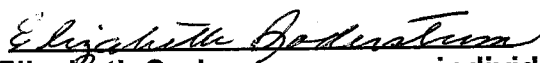
The consideration hereinabove recited shall constitute payment in full for any damages to remaining property of the Grantor, his successors and assigns, by reason of the construction, reconstruction, operation, repair and maintenance of the public road, slopes, or other structures referred to herein.


The provisions hereof shall inure to the benefit of the County, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

(As used above the term "GRANTOR" shall include the plural as well as the singular number and the work "his" shall include the feminine gender as the case may be.)

GRANTORS


Elizabeth Soderstrom, as an individual,
and as Trustee of the Marguerite Turri Trust
and Trustee of the Joseph Turri Trust


Virginia Alford, as an individual,
and as Trustee of the Marguerite Turri Trust
and Trustee of the Joseph Turri Trust

turri.ded.

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Turri Road Bridge Replacement Project

Legal Description : Public Road and Slope Easement

Parcel One

That portion of Lot 24 as shown on the map of the subdivisions of the Ranchos Canada De Los Osos and La Laguna, San Luis Obispo County, California filed in Map Book "A" at Page 83 in the Office of the County Recorder, County of San Luis Obispo; said portion of Lot 24 being more particularly described as follows:

Beginning at a found one and one half inch (1½") diameter iron pipe, said iron pipe being 49.97 feet right of Engineer's Station 2+07.84 E.C. of the center line of Turri Road established in 1966 by the Department of Roads – Surveyor of the County of San Luis Obispo as shown on the "Project Plans for the Construction on San Luis Obispo County Highway Federal Aide Secondary Project No. 5678(5)" (Document No. 1368) on file with the County of San Luis Obispo, California Public Works Department;

thence, North 8°31'30" East 690.00 Feet upon the easterly right-of-way line of Turri Road to the True Point of Beginning, said point also being 50.00 feet right of Engineer's Station 8+97.84 as shown on the "Plans for the Construction of a Reinforced Concrete Bridge Over a Branch of Los Osos Creek at Turri Road, 0.2 mile northerly of Los Osos Valley Road, near Los Osos, California;"

thence, North 81°28'30" West 25.00 to a point on the easterly right-of-way line of Turri Road, said point also being 25.00 right of Engineer's Station 8+97.84 of said Plans;

thence, North 8°31'30" East 22.16 feet to a point on the easterly right-of-way of Turri Road, said point also being 25.00 feet right of Engineer's Station 9+20.00 of said Plans;

thence South 81°28'30" East 25.00 feet to a point, said point also being 50.00 feet right of Engineer's Station 9+20.00 of said Plans;

thence, South 8°31'30" West 22.16 feet to the True Point of Beginning.

"Exhibit A"

Page One of Two Pages

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Legal Description : Public Road and Slope Easement

PARCEL Two

That portion of Lot 25 as shown on the map of the subdivisions of the Ranchos Canada De Los Osos and La Laguna, San Luis Obispo County, California filed in Map Book "A" at Page 83 in the Office of the County Recorder, County of San Luis Obispo; said portion of Lot 25 being more particularly described as follows:

Beginning at a found one and one half inch (1½") diameter iron pipe, said iron pipe being 30.00 feet left of Engineer's Station 4+00.00 shown on the "Project Plans for the Construction on San Luis Obispo County Highway Federal Aide Secondary Project No. 5678(5)" (Document No. 1368) on file with the County of San Luis Obispo, California Public Works Department;

thence, South 81°28'30" East 5.00 Feet to a point on the easterly line of the above described Lot 25, said easterly line of Lot 25 also being the westerly right-of-way line of Turri Road, County Road Number 3082, said point being distance North 81°28'30" West 25.00 Feet from Engineer's Station 4+00.00 P.O.T. of the centerline of Turri Road established in 1966 by the Department of Road-Surveyor of the County of San Luis Obispo;

thence, North 8°31'30" East 440.00 Feet upon said easterly line of Lot 25 to the True Point of Beginning, said Point of Beginning also being 25.00 Feet left of Engineer's Station 8+40.00 shown on the "Plans for the Construction of a Reinforced Concrete Bridge Over a Branch of Los Osos Creek at Turri Road, 0.2 miles northerly of Los Osos Valley Road, near Los Osos, California;

thence, North 81°28'30" West 20.00 Feet to a point, said point also being 45.00 Feet left of Engineer's Station 8+40.00 of said Plans;

thence North 8°31'30" East 100.00 Feet to a point, said point also being 45.00 Feet Left of Engineer's Station 9+40.00 of said Plans;

thence, South 81°28'30" East 20.00 to a point, said point also being 25.00 Feet of Engineer's Station 9+40.00 of said Plans;

thence, South 8°31'30" West 100.00 Feet to the True Point of Beginning, said point also being 25.00 Feet left of Engineer's Station 8+40.00 of said Plans.

"Exhibit A"

Page Two of Two Pages

General Acknowledgment Form

State of California)
County of San Luis Obispo) ss.

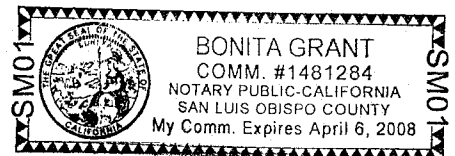
On November 28th, 2005, before me, Bonita Grant, a Notary Public
in and for said State, personally appeared ~~ELIZABETH SODERSTROM AND VIRGINIA~~
ALFORD, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence)
to be the persons whose name ~~are~~ subscribed to the within instrument and acknowledged
to me that ~~they~~ ^{she} executed the same in ~~their~~ ^{her} authorized capacities, and that by ~~their~~ ^{her}
signatures on the instrument the persons, or the entity upon behalf of which the persons
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Bonita Grant

(seal)

acknow.frm



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

SS.

On December 2, 2005 before me, the undersigned, a Notary Public in and for

said State personally appeared ELIZABETH SODERSTROM
Name(s) of Signer(s)

☐ Personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Sandy Martin
Signature of Notary

Sandy Martin
Name (Typed or Printed)

(Area above for official notarial seal)

Capacity Claimed by Signer

☒ Individual(s)
☐ Corporate Officer(s) - Title(s) _____

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing: Name of person(s) or
Entity(ies) _____

Description of Attached Document

(Although this information is optional, it could prevent fraudulent attachment of this certificate to another document.)

This certificate is for attachment to the document described below:

Title or type of document PUBLIC ROAD AND
SLOPE EASEMENT DEED

Number of pages 3

Date of document 11-28-05

Signer(s) other than named above _____
VIRGINIA ALFORD